

GENERAL TERMS AND CONDITIONS OF SALES

PRICING

All prices shown are NET, in US dollars and exclusive of all applicable taxes, packaging or lamps. Prices are subject to change without prior notice. Merchandise will be shipped at prices prevailing at time of shipment. Prices are valid for merchandise shipped in the U.S.A. only. This list voids automatically any existing price list.

OPENING OF AN ACCOUNT

The opening of a new account is subject to credit approval. Terms of payment are NET 30 days. To avoid delays in shipment, new accounts will be required to prepay their first order.

MINIMUM ORDER AND SERVICE CHARGES

A service charge of \$25 will be added to each order under \$200. Other conditions may apply.

FREIGHT TERMS

Freight will be prepaid and allowed on each order or partial release thereof totaling \$2000 or more. All shipments will be made via carrier selected by shipper. Job site and Residential deliveries are subject to a direct "Drop Ship" fee of 40.00\$ and to a "Lift Gate" service charge. When this "Lift Gate" service is required it must be noted on the original order otherwise it may be delayed by the transporter. A minimum "Air freight service fee" of \$10 will be applied to any air freight shipment requests. Service charges for special requests such as: "Call before delivery" and "Signature required" may apply. Shipments are DDP (Delivery Duty Paid) from our point of shipment. For shipments to points **outside** of the continental USA, freight will be prepaid and allowed on each order totaling \$2000 from our factory to nearest freight forwarder located in continental USA closest to destination. Notwithstanding our Full Freight Allowed policy, freight charges on "Fabric Lamp Shades" and other "Custom lighting fixtures" are the responsibility of the buyer.

SPECIAL CUSTOM ORDERS

Products «made to order to customer specifications» are not returnable or refundable. A monetary deposit may be requested with the Purchase Order.

ORDER CANCELLATION

A confirmed order cannot be canceled. If for a particular reason Contrast Lighting approves an order cancellation, cancellation fees of 25% for standard products and 50% for glass, fabric lamp shades and custom products will apply.

CLAIMS FOR DAMAGE, BREAKAGE OR SHORTAGE

All freight claims for damage, breakage or shortage must be reported **immediately** to the carrier upon reception of the merchandise, written on the waybill AND signed by the carrier. **All other claims must be reported to within ten (10) days after receipt of shipment.** Claims not reported within this time period will not be accepted. Also, claims for altered products or for custom orders will not be accepted.

RETURN OF MERCHANDISE

No merchandise may be returned without prior authorization from our company. Requests for return of defective merchandise must be submitted to your sales representatives or to factory Customer Service. All efforts will be made to correct the problem on-site. Otherwise, RMA will be issued. Upon receipt of the RMA, the merchandise should be carefully packed and sealed in the original box, **with RMA number appearing clearly at the top of each package.** All returns are subject to inspection by Contrast Lighting and only merchandise in good condition, intact and purchased within one (1) year will be credited. Returned freight to Contrast Lighting must be prepaid.

All returns of standard products will be subject to a minimum 25 % handling and factory inspection charge, 50% for glass and fabric lamp shade product, except on products considered by manufacturer to be defective in workmanship and materials. Custom products are not returnable or refundable. Unauthorized returns and collect shipments will be refused.



DATA TRANSFER

Contrast Lighting M.L. Inc. declines all responsibility for any discrepancy resulting from electronic data transfer.

WARRANTY AND OBLIGATIONS

Contrast Lighting guarantees components against manufacturing defects for a period of one (1) year, **under normal use with proof of purchase.** The obligation of the manufacturer consists of the cost of the converter and components (refer to the following page for the special warranty on Contrast Lighting manufactured products) **and does not cover the cost of labor for replacement and transport.** This warranty shall not apply to products which have been altered, improperly used or repaired outside of Contrast Lighting's factory, nor shall it apply to defects for which written notice thereof is not received by Contrast Lighting within one (1) year from the date of purchase.

This warranty cancels all other warranty, expressed or implied and without excluding the generality of the foregoing, excludes any implied warranty of merchantability. Specifications are subject to change without prior notice.

The use of other company's products (non-Contrast) or components in conjunction with Contrast Lighting products is not recognized by  standards and could be hazardous. Whether covered by  and standards or not, such use automatically voids all Contrast Lighting product warranty.

Contrast Lighting M.L. Inc reserves the right to change details of design, materials and finish that will not alter installed appearance or reduce function and performance.